

**The enclosed document amends an Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of February 1, 1978 (Recordation Number 9335, recorded at 9:00 a.m. on April 19, 1978) which was amended by First Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of July 1, 1978 (Recordation Number 9335-A, recorded at 3:00 p.m. on September 7, 1978). Interstate Commerce Commission Washington, D.C.

Re. No 9335-B

Gentlemen:

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and three counterparts of a Second Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of March 15, 1979.

**

A general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor:

Swindell-Dressler Leasing
Company, a Delaware
Corporation
200 South Michigan Avenue
Chicago, Illinois 60604

Secured Party:

Harris Trust and Savings Bank
and R.G. Mason, as Security
Trustees
111 West Monroe Street
Chicago, Illinois 60690
Attention: Indenture Trust
Division

The undersigned is the Secured Party mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and two copies of the Second Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement to Kenneth G. Goldin, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

HARRIS TRUST AND SAVINGS BANK
and R.G. Mason, as Security
Trustees

By

Its

VICE PRESIDENT

Enclosures

DESCRIPTION OF EQUIPMENT

MANUFACTURER: Pullman Incorporated (Pullman-Standard Division)

PLANT OF MANUFACTURER: Bessemer, Alabama

DESCRIPTION OF EQUIPMENT: Two hundred sixty-five (265) 100-ton capacity quadruple open top, double automatic discharge door "Standard T-16" coal hopper railroad cars bearing Road Mark and Numbers SDEX 10373 to SDEX 10637, both inclusive.

SPECIFICATIONS: Manufacturer's Specification No. 1026 dated February 1, 1979, as revised.

PURCHASE PRICE: \$49,120.38 per item (\$13,016,900 for 265 items)

DELIVER TO: Swindell-Dressler Energy Supply Company

PLACE OF DELIVERY: Alliance, Nebraska

OUTSIDE DELIVERY DATE: July 31, 1979

RECORDATION NO. 9335-B Filed 1425

JUL 20 1979 -12 45 PM
INTERSTATE COMMERCE COMMISSION

SECOND SUPPLEMENT AND AMENDMENT
TO INDENTURE OF MORTGAGE,
ASSIGNMENT OF LEASE
AND SECURITY AGREEMENT

Dated as of March 15, 1979

Between

SWINDELL-DRESSLER LEASING COMPANY,

as Debtor

and

HARRIS TRUST AND SAVINGS BANK
and

R. G. MASON,

as Security Trustees

Re:

\$11,454,300 9.875% Secured Notes, Series A, Due 1979-1999
\$1,501,500 9.875% Secured Notes, Series B, Due 1980-2000

SECOND SUPPLEMENT AND AMENDMENT TO INDENTURE OF MORTGAGE,
ASSIGNMENT OF LEASE AND SECURITY AGREEMENT

THIS SECOND SUPPLEMENT AND AMENDMENT dated as of March 15, 1979 to Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of February 1, 1978, each between SWINDELL-DRESSLER LEASING COMPANY, a Delaware corporation (the "Debtor"), whose post office address is 200 South Michigan Avenue, Chicago, Illinois 60604, and HARRIS TRUST AND SAVINGS BANK (the "Corporate Security Trustee") and R. G. MASON (the "Individual Security Trustee") (said Corporate Security Trustee and Individual Security Trustee being hereinafter sometimes collectively referred to as the "Security Trustees"), whose post office addresses are 111 West Monroe Street, Chicago, Illinois 60690, Attention: Indenture Trust Division.

R E C I T A L S:

A. The Debtor and the Security Trustees have heretofore entered into that certain Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of February 1, 1978, as supplemented and amended by the First Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of July 1, 1978 (said Indenture as so supplemented and amended being hereinafter collectively referred to as the "Original Indenture"), as security for the payment in full of all principal of and interest on the 9% Secured Notes due 1979-1998 of the Debtor in an aggregate principal amount not exceeding \$18,542,000 and the 7-3/4% Interim Notes due September 30, 1978 of the Debtor in an aggregate principal amount not exceeding \$11,542,000, outstanding at any one time.

B. The Original Indenture as supplemented and amended by this Second Supplement and Amendment is hereinafter called the "Indenture"; and terms not otherwise defined herein shall have the respective meanings assigned thereto in the Indenture.

C. The Debtor has entered into separate Note Agreements dated as of March 15, 1979 (the "1979 Note Agreements") with the purchasers therein named (the "1979 Purchasers"), providing for the several commitments of the 1979 Purchasers to purchase on or before June 30, 1979 the 9.875% Secured Notes, Series A, due 1979-1999 in an aggregate principal amount not exceeding \$11,454,300 (the "1979 Series A Notes") and the 9.875% Secured Notes, Series B, due 1980-2000 in an aggregate principal amount not exceeding \$1,501,500 (the "1979 Series B Notes," said 1979 Series B Notes and 1979 Series A Notes being hereinafter collectively referred to as the "1979 Notes") of the Debtor. The 1979 Notes will be dated the date of issue, will bear interest at the rate of 9.875% per annum prior to maturity and thereafter at the rate of 10.875% per annum and will be expressed to mature as follows:

(1) The 1979 Series A Notes will be expressed to mature in one installment of interest only payable on October 1, 1979, followed by seventy-nine installments including both principal and interest, each in an amount equal to 2.877767% of the original principal amount of such Notes, payable quarterly on the first day of January, April, July and October in each year commencing on January 1, 1980 to and including July 1, 1999, with a final installment on October 1, 1999 in an amount equal to the entire principal and interest remaining unpaid as of such date and will be otherwise substantially in the form of the Registered Notes or Order Notes set forth as Exhibits A and B to this Second Supplement and Amendment, respectively; and

(2) The 1979 Series B Notes will be expressed to mature in three quarterly installments of interest only payable on October 1, 1979, January 1, 1980 and April 1, 1980, followed by seventy-nine installments including both principal and interest, each in an amount equal to 2.877767% of the original principal amount of such Notes payable quarterly on the first day of January, April, July and October in each year commencing on July 1, 1980 to and including January 1, 2000, with a final installment on April 1, 2000 in an amount equal to the entire principal and interest remaining unpaid as of said date, and to be otherwise substantially in the form of the Registered Notes or Order Notes set forth in Exhibits A and B to this Second Supplement and Amendment, respectively.

D. The proceeds of the 1979 Series A Notes are to be applied by the Debtor to finance a portion of the cost to the Debtor of (1) the Equipment more fully described in Section 1.7 hereof and leased or to be leased to the Lessee under the Equipment Lease referred to in the Original Indenture, and (2) the Facilities more fully described in Section 1.8 hereof and leased or to be leased to the Lessee under the Facilities Lease referred to in the Original Indenture.

E. All of the requirements of law have been fully complied with and all other acts and things necessary to make this Second Supplement and Amendment a valid, binding and legal instrument to secure the Indebtedness Secured by the Indenture have been done and performed.

NOW, THEREFORE, the Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Security Trustees and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest on the Notes according to their tenor and effect, and to secure the payment of all other Indebtedness Secured by the Indenture and the performance and observance of all the covenants and conditions contained in the Notes, the Indenture, the Loan Agreement and the Note Agreements, has granted, bargained, sold, transferred, conveyed, mortgaged, assigned, pledged and hypothecated unto the Security Trustees, their successors in trust and assigns, forever, and granted to the Security Trustees, their successors in trust and

assigns, forever, a security interest in, and does hereby grant, bargain, sell, transfer, convey, mortgage, assign, pledge and hypothecate unto the Security Trustees, their successors in trust and assigns, forever, and grants to the Security Trustees, their successors in trust and assigns, forever, a security interest in, all and singular the following described properties, rights, interests and privileges and the proceeds thereof (hereinafter sometimes referred to as the "mortgaged property").

DIVISION I

The Land described in Exhibit A attached to the Original Indenture and made a part thereof.

DIVISION II

All the right, title and interest of the Debtor in the appurtenances, privileges, rights-of-way, rights, licenses and easements appertaining or belonging to the Land upon which the Facilities are located, including, without limitation, those certain Easements described in Exhibit A attached to the Original Indenture and made a part thereof.

DIVISION III

All right, title and interest of the Debtor in all buildings, structures and improvements, together with all appurtenances thereto, and all heating, sprinkler and electric light systems, boilers, plumbing, tracks, tanks and switches and other machinery and equipment used or useful by the Debtor which are classified as fixtures and a part of the freehold under applicable laws whether such right, title and interest is now owned or hereafter acquired and which are located on the property described in Division I or Division II of the granting clauses of the Original Indenture.

DIVISION IV

The Facilities, as the same are now and will hereafter be constituted, whether now owned by the Debtor or hereafter acquired, leased or to be leased under the Facilities Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to the Facilities, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said Facilities, together with all the rents, issues, income, profits and avails thereof.

DIVISION V

The Equipment, as the same is now and will hereafter be constituted, whether now owned by the Debtor or hereafter acquired,

leased or to be leased under the Equipment Lease, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, together with all the rents, issues, income, profits and avails thereof.

DIVISION VI

All right, title, interest, claims and demands of the Debtor as lessor in, to and under the Leases, including all extensions of the terms of the Leases, together with all rights, powers, privileges, options and other benefits of the Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable to or receivable by the lessor under the Leases pursuant thereto, and the right to make all waivers and agreements, to give and receive duplicate copies of all notices and other instruments or communications, to take such action upon the occurrence of an Event of Default under either of the Leases, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by such Leases or by law, and to do any and all other things whatsoever which the Debtor or any lessor is or may be entitled to do under such Leases; it being the intent and purpose hereof that the assignment and transfer to the Security Trustees of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Security Trustees shall have the right to collect and receive said rents and other sums for application in accordance with the provisions of Section 5 of the Original Indenture at all times during the period from and after the date of the Indenture until the Indebtedness Secured by the Indenture has been fully paid and discharged.

DIVISION VII

All right, title, interest, claims and demands of the Debtor in, to and under (i) the Assignment, (ii) the SPS Guaranty, (iii) the Subordination Agreement and (iv) the Master Coal Service Agreement and all sums due and to become due thereunder (including, without limitation, the Service Fee Payments as defined in the Master Coal Service Agreement), together with all rights, powers, privileges, licenses, easements, options and other benefits of the Debtor under each thereof, including, without limitation, the right to make all waivers and agreements, to give and receive duplicate copies of all notices and other instruments or communications, to take such action upon the occurrence of a default thereunder, including the commencement, conduct and consummation of legal, administrative or other proceedings as shall be permitted thereby or by law, and to do any and all other things which the Debtor is or may be entitled to do thereunder, it being the intent and purpose hereof that the assignment and transfer to the Security Trustees of said

rights, powers, privileges, licenses, easements, options and benefits shall be effective and operative immediately and shall continue in full force and effect at all times during the period from and after the date of the Indenture until the Indebtedness Secured by the Indenture has been fully paid and discharged.

SUBJECT, HOWEVER, to (a) the interest of the Lessee under the Leases, and (b) any other Permitted Encumbrances referred to in Section 1 of the Original Indenture.

TO HAVE AND TO HOLD the mortgaged property unto the Security Trustees, their successors and assigns, forever; IN TRUST NEVERTHELESS, upon the terms and trust herein set forth, for the equal and proportionate benefit, security and protection of all present and future holders of the Notes outstanding (i) under the Loan Agreement and hereunder from and after the issuance of the Interim Note so long as such Note shall remain outstanding, (ii) under the Note Agreements and hereunder from and after the issuance of the 9% Notes, and (iii) under the 1979 Note Agreements and hereunder from and after the issuance of the 1979 Notes, without preference, priority or distinction of any Notes over any other Notes by reason of priority at the time of issue, sale, negotiation, date of maturity thereof or otherwise for any cause whatsoever; provided always, however, that these presents are upon the express condition that if the Debtor shall pay or cause to be paid all the Indebtedness Secured by the Indenture and shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Loan Agreement and the Note Agreements and the Notes contained, then these presents and the estate hereby granted and conveyed shall cease and the Indenture shall become null and void; otherwise the Indenture shall remain in full force and effect.

SECTION 1. AMENDMENTS.

1.1. Section 1 of the Original Indenture is hereby amended as follows:

(a) The definition of the term "Indebtedness Secured by the Indenture" set forth in Section 1 of the Original Indenture shall be amended to read as follows:

"'Indebtedness Secured by the Indenture' shall mean the Notes and all principal thereof (and premium, if any) and interest thereon and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor under the terms of the Notes, the Original Indenture as from time to time supplemented and amended, the Loan Agreement or the Notes Agreements."

(b) The definition of the terms "Note" and "Notes" set forth in Section 1 of the Original Indenture shall be amended to read as follows:

"'Note' shall mean any of, and 'Notes' shall mean all of the then outstanding Interim Note, 9% Notes, 1979 Notes

and any other Note or Notes that may be issued and delivered under this Indenture and supplements hereto. The term 'outstanding' when used with reference to Notes shall mean, as of any particular time, all Notes delivered by the Debtor hereunder and secured hereby, except:

(a) the Interim Note following the payment thereof by application of the proceeds of the 9% Notes and extinguishment of the commitment of the Interim Lender under the Loan Agreement;

(b) Notes theretofore cancelled by the Debtor or delivered to the Debtor for cancellation;

(c) Notes for the payment or prepayment of which moneys in the necessary amount shall have been paid to the Noteholders or deposited in trust with the Corporate Security Trustee; provided, that if such Notes are to be prepaid prior to the maturity thereof, notice of such prepayment shall have been given as in Section 6 hereof provided, or provision satisfactory to the Corporate Security Trustee shall have been made for giving such notice;

(d) Notes in lieu of or in substitution for which other Notes shall have been delivered pursuant to the terms of Section 2 hereof; and

(e) Notes held by or under the direct or indirect control of the Debtor."

(c) The definition of the term "Note Agreements" set forth in Section 1 of the Original Indenture shall be amended to read as follows:

"'Note Agreements' shall mean: (a) the Note Agreements dated as of February 15, 1978 between the Debtor and Aetna Life Insurance Company, Union Mutual Life Insurance Company, Unionmutual Stock Life Insurance Co. of America and Southwestern Life Insurance Company, respectively; (b) the Note Agreements dated as of March 15, 1979 between the Debtor and Public Employees' Retirement Association of Colorado and State of Wisconsin Investment Board, respectively; and (c) any other Note Agreement or Note Agreements entered into by the Company with any Person or Persons pursuant to which a Note or Notes of the Company are to be issued and secured hereby, as any of said Note Agreements may from time to time be supplemented or amended."

(d) The definition of the term "Purchasers" set forth in Section 1 of the Original Indenture shall be amended to read as follows:

"Purchasers" shall mean Aetna Life Insurance Company, Union Mutual Life Insurance Company, Unionmutual Stock Life Insurance Co. of America, Southwestern Life Insurance Company, Public Employees' Retirement Association of Colorado, State of Wisconsin Investment Board and each other Person purchasing Notes of the Company under and pursuant to the terms of a Note Agreement."

1.2. Section 2 of the Original Indenture is hereby amended as follows:

(a) Section 2.1 of the Original Indenture shall be amended in its entirety to read as follows:

"Section 2.1. General Designation, Registration Execution and Denominations. (a) At the option of the Company, the Notes may be issuable in one or more series to be designated in such distinctive manner as the Board of Directors of the Company may determine. Any Notes issuable hereunder may be either Registered Notes registered as to principal and interest or Order Notes transferable by endorsement and delivery and in either case shall be signed on behalf of the Debtor by its President, any of its Vice Presidents or any other officer of the Debtor who at the date of the actual execution of such Note, shall be a proper officer to execute the same. Each Note shall be in the denomination of \$50,000 or any multiple of \$1,000 in excess of \$50,000, except as may be necessary to reflect any principal amount not evenly divisible by \$1,000 and except that in the event the unpaid principal amount of any Note surrendered for transfer or exchange is less than \$50,000, a new Note may be issued in such lesser principal amount.

The terms of the 9% Notes shall be as specified in Section 2.1(b) hereof. The Notes of any series other than the 9% Notes may (i) bear such rate of interest, payable on such interest payment dates, (ii) mature at such time or at such times, (iii) contain such provisions as to the prepayment, amortization or other analogous payment, and (iv) contain such other provisions not inconsistent with the terms of this Indenture, all as may be specified in such Notes and in the resolutions of the Board of Directors authorizing the issuance thereof and the supplemental indenture providing for the creation and issuance of such series.

The aggregate principal amount of Notes other than the Interim Notes and the 9% Notes that may be executed and delivered and be outstanding under this Indenture is limited as provided in Section 2.1(c) hereof.

(b) The 9% Notes. The 9% Notes shall:

(i) be designated the '9% Secured Notes due 1979-1998';

(ii) be limited to an aggregate principal amount not exceeding \$18,542,000;

(iii) be dated the date of issuance thereof;

(iv) bear interest at the rate of 9% per annum prior to maturity and thereafter at the rate of 10% per annum (computed in any such case on the basis of a 360-day year of twelve 30-day months);

(v) be expressed to mature in one installment of interest only payable on October 1, 1978 and thereafter in seventy-nine installments, including both principal and interest, each in an amount equal to 2.706376% of the original principal amount of the 9% Notes, payable quarterly on the first day of January, April, July and October in each year commencing January 1, 1979, with a final installment on October 1, 1998 in an amount equal to the entire principal and interest remaining unpaid as of said date;

(vi) be prepayable only as provided in Section 6 of this Indenture; and

(vii) be otherwise substantially in the form of the Registered Notes or Order Notes set forth as Exhibits E and F hereto, respectively.

(c) Procedure for Creation of New Series of Notes. Any new series of Notes to be secured by this Indenture shall be limited in aggregate principal amount to \$12,955,800, shall be issued by the Company within eighteen (18) months of the date of this Indenture and shall otherwise comply with the terms hereof. Whenever the Company shall determine to create a new series of Notes to be secured by this Indenture and permitted to be outstanding hereunder, it shall file with the Corporate Security Trustee a resolution of the Board of Directors of the Company describing such series and shall execute, acknowledge and deliver a supplemental indenture likewise describing such series, stating the amount of additional Notes to be issued pursuant thereto and containing such other provisions as may be necessary or appropriate and thereafter Notes of such series may be issued from time to time subject to the conditions and provisions of this Indenture. Issuance of any series of Notes other than the Interim Notes and the 9% Notes shall be subject to delivery by the Company to the Corporate Security Trustee of an Officer's Certificate dated the date of issuance of such series of Notes stating that: (i) no Default or Event of Default exists hereunder, (ii) such series of Notes complies with the requirements of

Section 3.16(a)(ii)(H) and Section 3.17(b) of this Indenture, and (iii) all conditions precedent set forth in this Indenture, any applicable Note Agreement and the supplemental indenture relating to the issuance and sale of such series of Notes have been complied with.

(d) Equal Security of Notes. No series of Notes issued hereunder and secured hereby shall have any preference as to the security afforded by this Indenture over any other series of Notes issued or to be issued and secured or to be secured hereunder and no Note of any series shall have any such preference over any other Note of the same or any other series; provided, however, that the Notes of different series may contain terms and conditions that differ from Notes of other series in the respects set forth in clause (b) of this Section 2.1."

(b) Section 2.3 of the Original Indenture shall be amended in its entirety to read as follows:

"Section 2.3. Registered and Order Notes; the Register. The Interim Notes shall be issuable as unregistered Notes transferable by endorsement and delivery (the 'Order Interim Notes') in the form attached hereto as Exhibit D. All other Notes shall be issuable as fully registered Notes (the 'Registered Notes') in the form attached hereto as Exhibit E or as unregistered Notes transferable by endorsement and delivery (such unregistered Notes, together with the Order Interim Notes, being collectively referred to as the 'Order Notes') in the form attached hereto as Exhibit F. The Debtor shall cause to be kept at its principal office a register for the registration and transfer of Registered Notes (herein called the 'Register'). The names and addresses of the holders of the Notes, the transfers of the Notes and the names and addresses of the transferees of all Notes shall be registered in the Register."

1.3. Section 3.19(a) of the Original Indenture is hereby amended in its entirety to read as follows:

"Section 3.19. Distributions and Investments. (a) Neither the Debtor nor any Restricted Subsidiary will declare or make or incur any liability to make any Distribution in respect of the capital stock of the Debtor or make or authorize any Restricted Investment unless, immediately after giving effect to the proposed Distribution or Restricted Investments, Consolidated Adjusted Net Worth exceeds Facilities Indebtedness. Facilities Indebtedness shall mean as of the date of any determination thereof an amount equal to the lesser of (i) 75% of the Lessor's Cost of the Facilities then subject to the Lien of this Indenture, or (ii) an amount computed and determined by: (A) First, deducting (x) 80% of the Purchase Price of all of the Equipment financed with the proceeds from the issuance of all Notes other than the Interim Notes from (y) the original aggregate principal

amount of all Notes other than the Interim Notes (the 'Total Indebtedness'); (B) Second, dividing (x) the result so obtained by (y) Total Indebtedness; and (C) Third, multiplying (x) the quotient obtained pursuant to clause (B) by (y) the aggregate principal amount of the Notes outstanding as of such date of determination.

For the purpose of making computations under this Section 3.19(a), the following Restricted Investments made by the Debtor shall be excluded: (i) those made solely by the issuance of capital stock of the Debtor, and (ii) those made in the form of loans to Pullman evidenced by notes of Pullman bearing interest from the respective dates such loans are made at a rate not less than 115% of the prime commercial rate of Mellon Bank, N.A., Pittsburgh, Pennsylvania.

Any corporation which becomes a Restricted Subsidiary after February 1, 1978 shall be deemed to have made, at the time it becomes a Restricted Subsidiary, all Restricted Investments of such corporation existing immediately after it becomes a Restricted Subsidiary."

1.4. Section 6 of the Original Indenture shall be amended by adding thereto a new Section 6.5 to read as follows:

"Section 6.5. Prepayment of Notes of Series Other Than Interim Notes and 9% Notes. Notes other than Interim Notes and 9% Notes shall be prepayable in the manner provided in any supplemental indenture applicable thereto."

1.5. Exhibit B to the Original Indenture is hereby amended by adding to the Description of Equipment:

"Two hundred sixty-five (265) 100-ton capacity quadruple open top, double automatic discharge door 'Standard T-16' coal hopper cars manufactured by Pullman Incorporated (Pullman Standard Division) pursuant to Pullman Incorporated (Pullman Standard Division) Specification No. 1026 dated February 1, 1979, as revised, and bearing identifying numbers SDEX 10373 to 10637, both inclusive."

1.6. Exhibit C to the Original Indenture is hereby amended by adding to the Description and Location of Facility one additional "one ton hoist" and "Bunker Feed Shuttle Conveyors".

SECTION 2. PROVISIONS APPLICABLE TO 1979 NOTES.

Section 2.1. Designation, Amount, Rate and Form. There are hereby created two series of Notes to be issued under and pursuant to the terms of the 1979 Note Agreements and the Original Indenture, as supplemented and amended by this Second Supplement and Amendment: namely, the "9.875% Secured Notes, Series A, due 1979-1999" not to exceed \$11,454,300 in aggregate principal amount; and the "9.875%

Secured Notes, Series B, due 1980-2000" not to exceed \$1,501,500 in aggregate principal amount. The 1979 Series A Notes shall be expressed to mature in one installment of interest only payable on October 1, 1979, followed by seventy-nine installments including both principal and interest, each in an amount equal to 2.877767% of the original principal amount of such Notes, payable quarterly on the first day of January, April, July and October in each year commencing on January 1, 1980 to and including July 1, 1999, with a final installment on October 1, 1999 in an amount equal to the entire principal and interest remaining unpaid as of such date and otherwise substantially in the form of the Registered Notes or Order Notes set forth in Exhibits A and B to this Second Supplement and Amendment, respectively.

The 1979 Series B Notes will be expressed to mature in three quarterly installments of interest only payable on October 1, 1979, January 1, 1980 and April 1, 1980, followed by seventy-nine installments including both principal and interest, each in an amount equal to 2.877767% of the original principal amount of such Notes, payable quarterly on the first day of January, April, July and October in each year commencing on July 1, 1980 to and including January 1, 2000, with a final installment on April 1, 2000 in an amount equal to the entire principal and interest remaining unpaid as of said date, and to be otherwise substantially in the form of the Registered Notes or Order Notes set forth as Exhibits A and B to this Second Supplement and Amendment, respectively.

Section 2.2. Prepayments of 1979 Notes. No prepayment of any 1979 Notes may be made except to the extent and in the manner expressly permitted by the Indenture. The portions constituting principal of each level quarterly installment payable in respect of the 1979 Notes shall be and they are hereby deemed to be required prepayments with payment thereof to be made on the quarterly installment payment dates set forth in the 1979 Notes.

Section 2.3. Notice of Prepayment; Partial Prepayment; Deposit of Moneys in Respect of 1979 Notes. (a) The Debtor will give notice of any optional prepayment of the 1979 Notes to the Corporate Security Trustee and to each holder of the 1979 Notes not less than 30 days nor more than 60 days before the date fixed for prepayment, specifying (i) such date, (ii) the section of the Indenture under which the prepayment is to be made, (iii) the principal amount of the holder's 1979 Notes to be prepaid on such date, and (iv) the premium, if any, and accrued interest applicable to the prepayment. Such notice of prepayment shall also certify all facts which are conditions precedent to any such prepayment. Notice of prepayment having been so given, the aggregate principal amount of the Notes specified in such notice, together with the premium, if any, and accrued interest thereon shall become due and payable on the prepayment date.

(b) If there is more than one holder of the 1979 Notes, the aggregate principal amount of each partial prepayment of the 1979 Notes shall be allocated in units of \$1,000 or multiples thereof

among the holders of the 1979 Notes at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts of the 1979 Notes then outstanding, with adjustments, to the extent practicable, to equalize for any prior prepayments not in such proportion. For the purpose of this Section 2.3(b) only, any 1979 Notes reacquired by the Debtor shall be deemed to be outstanding and the Debtor shall be deemed to be the holder thereof. Partial prepayments pursuant to Section 2.4 hereof shall be applied on the installments of each 1979 Note in the inverse order of the maturities thereof.

(c) On or prior to the date fixed for any prepayment of 1979 Notes the moneys required for such prepayment shall be deposited with the Corporate Security Trustee by the Debtor. Interest on any 1979 Note designated for prepayment or on any portion of the principal amount of any 1979 Note designated for prepayment shall cease upon the date fixed for prepayment unless default shall be made in the deposit with the Corporate Security Trustee of the amount payable upon the prepayment thereof.

Section 2.4. Required Prepayment Upon Failure to Complete Construction of Additional Facilities. If for any reason the Company fails to complete construction of the Facilities to be financed with the proceeds of the 1979 Series B Notes on or prior to December 1, 1980 and satisfy the requirements of Section 4 of the 1979 Note Agreements, the Company shall on December 10, 1980, prepay, and there shall become due and payable, the aggregate unpaid principal amount of the 1979 Series B Notes, together with interest accrued to the prepayment date on, and a premium equal to 9.875% of, the principal amount so prepaid.

Section 2.5. Prepayments at the Option of the Debtor. The Debtor may prepay the 1979 Notes in whole or part at any time after April 1, 1999 in multiples of \$50,000 at the applicable percentage set out below of the principal amount then being prepaid, together with accrued interest on the principal amount so prepaid to the prepayment date:

<u>If Prepayment is Made During the 12-Month Period Ending April 1 in the Year</u>	<u>Percentage of Principal Amount</u>
1991	104.50%
1992	104.00%
1993	103.50%
1994	103.00%
1995	102.50%
1996	102.00%
1997	101.50%
1998	101.00%
1999	100.50%
2000	100.00%

Any prepayment of the 1979 Notes pursuant to this Section 2.4 shall be made pro rata in respect of the then outstanding 1979 Series A Notes and 1979 Series B Notes.

Section 2.6. Amortization Schedules. On the date of the partial prepayment of any 1979 Notes, the Debtor shall deliver to the Corporate Security Trustee two copies of an amortization schedule with respect to such 1979 Note setting forth the amount of the installment payments to be made on such 1979 Note after the date of such partial prepayment and the unpaid principal balance of such 1979 Note after each such installment payment. The Corporate Security Trustee shall deliver, or send by first-class mail, postage prepaid, one such copy of the applicable schedule to the holder of such 1979 Note at its address set forth in the Register.

SECTION 3. TITLE TO MORTGAGED PROPERTY.

The Debtor has the right, power and authority to grant a lien and security interest in the mortgaged property to the Security Trustees for the uses and purposes herein set forth, and the Debtor will warrant and defend the title to the mortgaged property against all claims and demands of Persons claiming by, through or under the Debtor (excepting only Permitted Encumbrances).

SECTION 4. INCORPORATION OF ORIGINAL INDENTURE.

All of the covenants, warranties and agreements on the part of the Debtor which are set forth in, and all the rights, privileges, powers and immunities of the Security Trustees which are provided for in the Original Indenture, are incorporated herein and shall apply with the same force and effect as though set forth at length in this Second Supplement and Amendment.

SECTION 5. SUPPLEMENTAL INSTRUMENT.

This instrument is executed as and shall constitute an instrument supplemental to the Original Indenture, and shall be construed in connection with and as a part of the Original Indenture. Whenever in any Note Agreement, the Original Indenture, the Assignment, the Equipment Lease, the Facilities Lease or any other certificate, letter, notice or other instrument reference is made to "the Indenture" or "this Indenture", such reference without more shall include reference to this Second Supplement and Amendment.

SECTION 6. RATIFICATION OF ORIGINAL INDENTURE.

Except as modified and expressly amended by this Second Supplement and Amendment, the Original Indenture is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

SECTION 7. COUNTERPARTS.

This Second Supplement and Amendment may be executed and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one Second Supplement and Amendment.

IN WITNESS WHEREOF, the Debtor has caused this Second Supplement and Amendment to be executed, and Harris Trust and Savings Bank, in evidence of its acceptance of the Trusts hereby created, has caused this Second Supplement and Amendment to be executed on its behalf by one of its Vice Presidents and its corporate seal to be hereunto affixed, and said seal and this Second Supplement and Amendment to be attested by one of its Assistant Secretaries, and R. G. Mason, in token of his acceptance of the Trusts hereby created, has hereunto set his hand all as of the day and year first above written.

SWINDELL-DRESSLER LEASING COMPANY

[SEAL]

By

Nicole W. Foster

Its

Vice President

ATTEST:

William O. Eldridge

William O. Eldridge

Its

ASSISTANT SECRETARY

DEBTOR

HARRIS TRUST AND SAVINGS BANK

[SEAL]

By

J. L. Spreng

Its

VICE PRESIDENT

ATTEST:

K. W. Penn

K. W. Penn

Its

ASSISTANT SECRETARY

CORPORATE SECURITY TRUSTEE

R. G. Mason

R. G. MASON

INDIVIDUAL SECURITY TRUSTEE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared *Barbara W. Laska, Vice President*, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

July GIVEN under my hand and seal of office, this *19th* day of *July*, A.D. 1979.

Kathleen E. Helman
Notary Public in and for
Cook County, Illinois

My Commission expires:

12-21-82

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared *J. L. SPRENG VICE PRESIDENT*, *HARRIS TRUST AND SAVINGS BANK*, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

JULY GIVEN under my hand and seal of office, this *17th* day of *JULY*, A.D. 1979.

Lavette C. Seay
Notary Public in and for
Cook County, Illinois

My Commission expires:

NOVEMBER 29, 1980

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned authority on this day personally appeared R. G. MASON, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN under my hand and seal of office, this 17th day of JULY, A.D. 1979.

Lanette C. Seay
Notary Public in and for
Cook County, Illinois

My Commission expires:
NOVEMBER 29, 1980

SWINDELL-DRESSLER LEASING COMPANY

9.875% SECURED NOTE, SERIES __, DUE _____

No. R-

\$

, 19

FOR VALUE RECEIVED, the undersigned, SWINDELL-DRESSLER LEASING COMPANY, a Delaware corporation (the "Company"), hereby promises to pay to

or registered assigns,

the principal sum of

DOLLARS (\$)

together with interest from the date hereof until maturity on the principal balance from time to time remaining unpaid hereon at the rate of 9.875% per annum (computed on the basis of a 360-day year of twelve consecutive 30-day months) in installments as follows:

(i) [See Note 1] of interest only in the amount of \$, payable on [See Note 2];

(ii) seventy-nine (79) installments, including both principal and interest, each in the amount of \$ [See Note 3] payable on [See Note 4] and on the first day of each January, April, July and October thereafter, to and including [See Note 5];

(iii) with a final installment on [See Note 6] in an amount equal to the entire principal and interest remaining unpaid as of said date.

The Company promises to pay interest at the rate of 10.875% per annum (to the extent legally enforceable) on each overdue installment of principal and (to the extent legally enforceable) upon each overdue installment of interest from and after the maturity of each such installment until paid.

All payments of principal of and interest on this Note shall be made at the principal office of Harris Trust and Savings Bank, the Corporate Security Trustee referred to below, in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

EXHIBIT A
(to Second Supplement and Amendment to Indenture of
Mortgage, Assignment of Lease and Security Agreement)

This Note is one of the 9.875% Secured Notes, Series [See Note 7] issued or to be issued under and pursuant to those certain Note Agreements dated as of March 15, 1979 (the "Note Agreements"), entered into by the Company with each of the Purchasers named therein and is further issued under and equally and ratably with said other Notes secured by that certain Indenture of Mortgage, Assignment of Lease and Security Agreement, dated as of February 1, 1978 (the "Indenture"), from the Company to Harris Trust and Savings Bank (the "Corporate Security Trustee") and R. G. Mason (the "Individual Security Trustee") (said Corporate Security Trustee and Individual Security Trustee being hereinafter sometimes referred to collectively as the "Security Trustees"). The Series A Notes and Series B Notes are hereinafter collectively called the "Notes" and as provided in the Indenture are limited to \$12,955,800 in aggregate principal amount.

This Note and the holder hereof are entitled, equally and ratably with the holders of all other Notes outstanding under the Indenture, to all of the benefits and security provided for by or referred to in the Note Agreements and the Indenture and all supplemental agreements executed pursuant to the Note Agreements or the Indenture, to which instruments a reference is hereby made for a statement thereof, including a description of the mortgaged property, the nature and extent of the security and the rights of the Security Trustees, the holder or holders of the Notes and of the Company in respect thereof.

This Note may be declared due prior to its expressed maturity date all in the events, on the terms and in the manner provided for in the Note Agreements and the Indenture. Certain prepayments are required to be made hereon on the terms and in the manner provided for in the Note Agreements and the Indenture.

The terms and provisions of the Indenture, the rights and obligations of the Company and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Note Agreements and the Indenture.

The Notes are issuable as either registered or unregistered Notes. This Note is a registered Note and on and subject to the conditions contained in the Indenture, is transferable by the registered holder hereof in person or by its duly authorized attorney on the Register (as defined in the Indenture) to be kept for that purpose at the principal office of the Company. On and subject to the conditions contained in the Indenture, this Note is exchangeable for Notes of other denominations.

This Note is governed and construed in accordance with Illinois law.

SWINDELL-DRESSLER LEASING COMPANY

By _____
Its _____

NOTICE: THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THE NOTE MAY BE OFFERED OR SOLD ONLY IF REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

Note 1

The provision in 1979 Series A Notes will read:

one (1) installment

The provision in 1979 Series B Notes will read:

three (3) installments

Note 2

The provision in 1979 Series A Notes will read:

October 1, 1979;

The provision in 1979 Series B Notes will read:

October 1, 1979, January 1, 1980
and April 1, 1980;

Note 3

The amount to be included in 1979 Series A Notes and 1979 Series B Notes will be an amount equal to 2.877767% of the original principal amount of such Notes.

Note 4

The provision in 1979 Series A Notes will read:

January 1, 1980,

The provision in 1979 Series B Notes will read:

July 1, 1980,

Note 5

The provision in 1979 Series A Notes will read:

July 1, 1999;

The provision in 1979 Series B Notes will read:

January 1, 2000;

Note 6

The provision in 1979 Series A Notes will read:

October 1, 1999

The provision in 1979 Series B Notes will read:

April 1, 2000

Note 7

The provision in 1979 Series A Notes will read:

A, due 1979-1999 (the "Series A Notes"), which together with the Company's 9.875% Secured Notes, Series B, due 1980-2000 (the "Series B Notes") are

The provision in 1979 Series B Notes will read:

B, due 1980-2000 (the "Series B Notes"), which together with the Company's 9.875% Secured Notes, Series A, due 1979-1999 (the "Series A Notes") are

SWINDELL-DRESSLER LEASING COMPANY

9.875% SECURED NOTE, SERIES __, DUE _____

No. 0-

\$

, 19

FOR VALUE RECEIVED, the undersigned, SWINDELL-DRESSLER LEASING COMPANY, a Delaware corporation (the "Company"), hereby promises to pay to

or order

the principal sum of

DOLLARS (\$)

together with interest from the date hereof until maturity on the principal balance from time to time remaining unpaid hereon at the rate of 9.875% per annum (computed on the basis of a 360-day year of twelve consecutive 30-day months) in installments as follows:

(i) [See Note 1] of interest only in the amount of \$, payable on [See Note 2];

(ii) seventy-nine (79) installments, including both principal and interest, each in the amount of \$ [See Note 3] payable on [See Note 4] and on the first day of each January, April, July and October thereafter, to and including [See Note 5];

(iii) with a final installment on [See Note 6] in an amount equal to the entire principal and interest remaining unpaid as of said date.

The Company promises to pay interest at the rate of 10.875% per annum (to the extent legally enforceable) on each overdue installment of principal and (to the extent legally enforceable) upon each overdue installment of interest from and after the maturity of each such installment until paid.

All payments of principal of and interest on this Note shall be made at the principal office of Harris Trust and Savings Bank, the Corporate Security Trustee referred to below, in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

EXHIBIT B
(to Second Supplement and Amendment to Indenture
of Mortgage, Assignment of Lease and Security Agreement)

This Note is one of the 9.875% Secured Notes, Series [See Note 7] issued or to be issued under and pursuant to those certain Note Agreements dated as of March 15, 1979 (the "Note Agreements"), entered into by the Company with each of the Purchasers named therein, and is further issued under and equally and ratably with said other Notes secured by that certain Indenture of Mortgage, Assignment of Lease and Security Agreement, dated as of February 1, 1978 (the "Indenture") from the Company to Harris Trust and Savings Bank (the "Corporate Security Trustee") and R. G. Mason (the "Individual Security Trustee") (said Corporate Security Trustee and Individual Security Trustee being hereinafter sometimes referred to collectively as the "Security Trustees"). The Series A Notes and Series B Notes are hereinafter collectively called the "Notes" and as provided in the Indenture are limited to \$12,955,800 in aggregate principal amount.

This Note and the holder hereof are entitled, equally and ratably with the holders of all other Notes outstanding under the Indenture, to all of the benefits and security provided for by or referred to in the Note Agreements and the Indenture and all supplemental agreements executed pursuant to the Note Agreements or the Indenture, to which instruments a reference is hereby made for a statement thereof, including a description of the mortgaged property, the nature and extent of the security and the rights of the Security Trustees, the holder or holders of the Notes and of the Company in respect thereof.

This Note may be declared due prior to its expressed maturity date all in the events, on the terms and in the manner provided for in the Note Agreements and the Indenture. Certain prepayments are required to be made hereon on the terms and in the manner provided for in the Note Agreements and the Indenture.

The terms and provisions of the Indenture, the rights and obligations of the Company and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Note Agreements and the Indenture.

The Notes are issuable as either registered or unregistered Notes. This Note is an unregistered Note and is transferable by endorsement and delivery. On and subject to the conditions contained in the Indenture, this Note is exchangeable for Notes of other denominations.

This Note is governed and construed in accordance with Illinois law.

SWINDELL-DRESSLER LEASING COMPANY

By _____
Its _____

NOTICE: THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THE NOTE MAY BE OFFERED OR SOLD ONLY IF REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

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one (1) installment

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three (3) installments

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Note 7

The provision in 1979 Series A Notes will read:

A, due 1979-1999 (the "Series A Notes"), which together with the Company's 9.875% Secured Notes, Series B, due 1980-2000 (the "Series B Notes") are

The provision in 1979 Series B Notes will read:

B, due 1980-2000 (the "Series B Notes"), which together with the Company's 9.875% Secured Notes, Series A, due 1979-1999 (the "Series A Notes") are